

CITY OF OLNEY
GOLF CART / RECREATIONAL OFF-HIGHWAY VEHICLE
PERMIT APPLICATION

Select permit type:

Golf Cart

Recreational Off-Highway Vehicle

(Circle One)

Vehicle Identification

Vehicle Identification Number (if applicable): _____

Make: _____

Model: _____

Serial #: _____

Description: _____

Owner Information

I certify that this golf cart is owned by:

Owners' First & Last Names: _____

Driver's License #s: _____

(*Attach photocopy of each*)

Residential Street Address: _____

City/State/Zip: _____

Owners' Ages/D.O.B.: _____

Insurance Certification

Under penalties of perjury, I declare this vehicle is insured with the company named below, and I will maintain at least the State of Illinois' minimum liability insurance throughout the registration period.

Name of Insurance Company: _____

Insurance Policy #: _____

Release & Waiver of Liability

This release and waive of liability can be found on the next two pages. Please be sure to sign and date the last page.

UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE, AND COVENANT NOT SUE

This is a legally-binding **UNCONDITIONAL AND FULL TO GENERAL RELEASE OF LIABILITY, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** made by me,
(print name) _____
(hereinafter referred to as **OPERATOR**) to the City of Olney (hereinafter referred to as **CITY**)

I FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH I AND OTHERS MAY BE EXPOSED BY OPERATING A GOLF CART OR RECREATIONAL OFF-HIGHWAY VEHICLE ON CITY STREETS OF OLNEY. THE FOLLOWING IS A NON-EXCLUSIVE LIST OF SIGNIFICANT DANGERS AND RISKS ASSOCIATED WITH THIS ACTIVITY: INJURY TO MYSELF OR OTHERS, DAMAGE TO MY PROPERTY OR THAT OF OTHERS, DEATH OF MYSELF OR OTHERS.

IN NO EVENT SHALL THE CITY BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH OR ARISING OUT OF OPERATOR'S USE OF A GOLF CART OR RECREATIONAL OFF-HIGHWAY VEHICLE ON CITY STREETS.

THE OPERATOR AS OF THE DATE BELOW, SHALL HEREINAFTER SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AGAINST ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, AND COSTS OF WHATSOEVER KIND AND NATURE INCLUDING WITHOUT BEING LIMITED, CLAIMS, CAUSES OF ACTION, AND COSTS OF WHATSOEVER KIND AND NATURE INCLUDING BUT NOT LIMITED TO DEATH, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH MY USE OF GOLF CART OR RECREATIONAL OFF-HIGHWAY VEHICLE ON CITY STREETS.

I understand that the City has an ordinance governing the use of qualified golf carts and recreational off-highway vehicles on City streets and I hereby agree to conform with all requirements of the City ordinance at all times. **I have had the opportunity to read said ordinance entitled "AN ORDINANCE AUTHORIZING THE OPERATION OF GOLF CARTS AND RECREATIONAL OFF-HIGHWAY VEHICLES ON THE CITY OF OLNEY PUBLIC STREETS" and any amendments thereto. My signature below acknowledges that I will comply with this ordinance and all rules as well as all applicable traffic laws of the State of Illinois at all times when operating this golf cart or recreational off-highway vehicle on City streets. I am aware that said Ordinance strictly forbids operation of golf carts and recreational off-highway vehicles on certain streets.** Said ordinance is not to be relied upon as determination that operation on streets is safe or advisable even if done in accordance with this ordinance. All persons who operate or ride golf carts or recreational off-highway vehicles on streets inside the City of Olney do so at their own risk and peril. The City of Olney has no liability under any theory of liability for permitting golf carts or recreational off-highway vehicles to be operated on City streets. No action taken by the City of Olney under 625 ILCS 5/11-1426.1 designates the operation of a golf cart or a recreational off-highway vehicle as an intended or permitted use of property with respect to Section 3-102 of the Local Governmental and Governmental Employees Tort Immunity Act, any successor statute, or any case law interpreting such statute(s).

I, therefore, agree to assume and take on myself all the risks and responsibilities in any way associated with this activity. In consideration of and return for the opportunity to operate a golf cart or recreational off-highway vehicle on City streets, I release the City (and City council, employees, and agents) from any and all liability, claims, and actions that may arise from injury or harm to me or others, including death, or from damage to my property or to property of any other in connection with this activity. I understand that this

release also covers liability, claims, and actions caused entirely or in part by acts or failure to act, including but not limited to negligence, mistake, or failure to enforce, supervise, or maintain.

I assure the City that there are no health-related reasons or problems which preclude or restrict my participation in this activity. **I further assure the City that I have adequate health, property, and liability insurance** necessary to provide for and pay any medical costs or property damage that may directly or indirectly result from any participation in this activity and I will indemnify and hold the City harmless for any such medical costs or property damage.

I fully understand that Golf carts and recreational off-highway vehicles are not designed or manufactured to be used on public streets and roadways, and the City of Olney in no way advocates or endorses their operation on streets. Golf carts and recreational off-highway vehicles are not an intended or permitted use of City streets.

I understand that this release means I am giving up, among other things, the all rights I may otherwise have to sue the City, its City council, employees, and or agents for injuries (including death), damages, or losses I may incur or cause. I also understand that this release binds my heirs, executors, administrators, and assigns, as well as myself.

I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT, AND AGREE TO BE LEGALLY BOUND BY IT.

Operator's Signature

Date

Operator's Signature

Date